

# widactic

General Terms and Conditions for the Widactic Service V2020/1 In force as of November 26<sup>th</sup> 2020

## 1 - OBJET

- A. These general terms and conditions for the service (hereinafter the "GTCS" or the "Contract") define how the WIDACTIC service (hereinafter the "Service") can be accessed and used by its clients and/or its affiliates (hereinafter the "Client") for their personal use without requiring prior written express authorisation, clearance or certification from WIDACTIC. WIDACTIC and the Client are hereinafter referred to as the "Parties".
- B. The Service allows data (hereinafter the "Data") to be stored and exchanged in the context of the organisation of interactive meetings, training sessions and/or seminars.
- C. The Service can be accessed either in "Software as a Service" mode via the Internet (hereinafter "Access in SaaS mode"), provided by WIDACTIC depending on which option is selected by the Client in the Order Form (the definition of which is given below).
- D. The options subscribed to by the Customer within the framework of the Service are mentioned in the Order Form. The use of the Service by the Participants (hereinafter the "Participants") is governed by the WIDACTIC general terms and conditions of use (the "GTCU") and subject to their prior acceptance by the Participants. In the event of any difference(s) and/or contradiction(s) between the provisions of the GTCU and these GTCU the provisions of the latter shall prevail over those of the GTCU. The GTCU are accessible at the following address: <https://widactic.com/eula.pdf>.
- E. Any order placed by a Customer with WIDACTIC to use the Service implies acceptance of the GCS, the Order Form, as well as the express waiver of its own general terms and conditions of purchase or any other previous or subsequent document or exchange relating to the Order that is not formalized by a written amendment signed by both Parties.

## 2 - ORDERS

- A. To place an order, the Client must duly complete in writing and send to WIDACTIC a form, issued by WIDACTIC, expressing the Client's commitment which the Client must date and sign or agree upon specific conditions of services with WIDACTIC, (hereinafter the "Order Form"). Such Order Form shall be accompanied by (i) payment of the agreed amount and (ii) the current GTCS (hereinafter the "Order").
- B. WIDACTIC reserves the right to improve the Service at any time and without prior notice to the Client. Improvements to the Service are deployed in accordance with the provisions of Article 8.
- C. The Service may incorporate third-party technologies for which WIDACTIC has the rights or authorizations necessary to provide the Service. Notwithstanding the foregoing, the rights granted on these technologies are subject to compliance with various rights and obligations that are imposed on the Customer, and which are, where applicable, communicated to the latter in the Documentation, which it acknowledges. WIDACTIC reserves the right to improve the Service at any time and without informing the Client in advance. Service enhancements are deployed in accordance with Article 8.
- D. The version of the Service which WIDACTIC agrees to allow the Client to use is the latest version in production at WIDACTIC. The Client can consult the version number via Access in SaaS mode and on the Service's interface.

## 3 - PRICE

- A. The prices are indicated in the Order Form in euros, exclusive of VAT and of any external fees or charges of any kind.
- B. The prices mentioned are likely to include specific developments and/or additional services (for example: creation of educational modules, animation of training sessions, etc.), as the case may be, requested by the Customer, and agreed between the Parties (hereinafter the "Additional Services"). The conditions for implementing the Additional Services are specified in the Order Form.
- C. WIDACTIC reserves the right to modify its prices at any time. Price changes are applicable immediately to all new Orders. For the Services currently in use, in the event of a price increase, the Customer will be informed by e-mail thirty (30) calendar days prior to the effective date of the new prices. In this case, the Customer will have a period of thirty (30) calendar days from this information to terminate the Subscription without penalty by registered mail with return receipt requested. Failing this, the Customer will be deemed to have accepted the new rates applicable to the Service.

## 4 - PAYMENT TERMS

- A. Invoices are sent to the Client by any possible means (electronic or postal) and must be paid not later than thirty (30) days after the invoice date unless otherwise stated in the Order Form. WIDACTIC may require the payment of an instalment or of the full price of the Service in order to validate the Order. With regard to Subscriptions, WIDACTIC may require payment in advance of all or part of the amounts which must be paid by the Client to cover the duration of the Client's commitment. No discount is awarded for early payment.
- B. Any invoices not paid when they reach their due date shall accrue interest based on a rate equal to three (3) times the current statutory base rate, plus five (5) percentage points, starting from the date when the invoice becomes due and without notification.
- C. In accordance with the provisions of articles L.441-3 and L.441-6 of the French Code de commerce, any late payment shall require, as of right, the payment by the professional debtor of a fixed fee to cover the costs of recovering the debt of forty (40) euros. Notwithstanding the above, the value of this fee shall be increased up to the value of the actual cost of recovery, subject to justification, if these costs exceed forty (40) euros.
- D. Moreover, if the Client fails to settle by the due date an invoice sent to the Client, WIDACTIC reserves the right to suspend the Client's access to the Service, to cancel the Subscription, to solicit the resolution of the Purchase (under the terms stated in 14 below), to keep by way of initial compensation the sums already received under the terms of the Order concerned, and

# widactic

without prejudice to any other compensation and any other means of recovery. The suspension of the access to the Service will occur thirty (30) days after sending a formal notice to the Client remaining ineffective and indicating the intention to enforce this Article and not followed by regularisation. The suspension referred to above shall not be considered as unavailable time of the Service in the context of the implementation of the Service commitments provided for in Article 8.H of the GTCS.

## 5 - ACCESS IN SAAS MODE

- A. The Client may subscribe to Access in SaaS mode for an initial period of time specified in the Order Form (hereinafter the "Subscription"). Unless otherwise agreed in the Order Form, the Subscription shall automatically renew for successive periods of the same duration, unless prior notification of the parties by registered letter with acknowledgement of receipt at least thirty (30) days prior to the end of the current term.
- B. The Service can be accessed via a website (hereinafter the "Website") and requires the use of personal login IDs provided by WIDACTIC. The login credentials provided as part of the Service in SaaS mode are strictly personal, individual, confidential and non-transferable.
- C. The Client agrees to make available, at its own expense, high-speed Internet access (not included in the Subscription).
- D. WIDACTIC hereby reminds the Client that the Internet network used to access the Service in SaaS mode is an open and informal network, formed by the global interconnection of IT networks using the TCP/IP internet protocol suite. The Internet is not managed by any central entity, since each portion of this network belongs to an independent public or private organisation. Its operation is based on cooperation between the operators of the various networks, and there is no obligation incumbent upon the various operators to supply a service or to deliver a specified quality of service. The networks may have unequal transmission capacities and their own policies regulating their use. WIDACTIC cannot provide a guarantee that the Internet overall shall function correctly and nor, for this reason, can it provide a guarantee against any partial or total inability to access the Service in SaaS mode.

## 6. CONDITIONS OF USE OF THE SERVICE

- A. WIDACTIC provides information for the Client about the Service and how it is used (hereinafter the "Documentation"). This Documentation is accessible online.
- B. The Client undertakes to read carefully the Documentation and any updates to it and to use the Service in accordance with the provisions stated in this Documentation.
- C. The Client acts as an independent entity and consequently assumes all the risks associated with its business activities.
- D. The Client is solely responsible for selecting the services to which it subscribes, for the content of the information and of the files sent, circulated or collected, for their use and update in the context of the use of the Service.
- E. The Client undertakes to comply with all the legal and regulatory requirements in force, and particularly those relating to data processing, personal data, data protection and civil liberties, and notably to declare, where necessary, all processing of data to any competent office and also undertakes to provide the Participants with information about how WIDACTIC handles the personal data used in the context of the Service and to pass on to them the information provided in 13.
- F. The Client acknowledges that use of the Service is subject to acceptance of WIDACTIC's GTCU by the users of the Service and the Participants more generally.
- G. The Service is considered to be made available to the Client "as is" without being the subject of specific adaptation measures. It is therefore the Client's responsibility to check that the Service is adequate for its requirements and to take all the necessary precautions.
- H. All warranties are excluded in the following cases: (i) the Service is used in a manner which is abnormal and/or which does not comply with its intended use (ii) the version of the Service used is not that defined in these GTCS, (iii) the Service has been combined with another product which results or not in an infringement of the rights of a third party, (iv) a third party not authorised by WIDACTIC has performed repair or corrective work.
- I. The Client acknowledges that it is solely responsible for the data which it creates, modifies or deletes.

## 7. INTELLECTUAL PROPERTY

- A. WIDACTIC holds or is vested with all the intellectual property rights pertaining to the Service (the service, any Additional Services, the Website) and grants to the Client, which accepts it, and for its own use, a personal, non-assignable and non-transferable licence to use its rights relating to the Service, to the exclusion of any other use, worldwide, and subject to the full payment of the relevant amounts due.
- B. This licence to use is granted for the entire duration of use of the Service.
- C. The Service may incorporate third-party technologies belonging to other developers. The rights granted for these technologies are conditioned by respecting various rights and obligations and accordingly the respect of these rights and obligations is imposed on the Client, with the applicable information provided for the Client in the Documentation, which the Client acknowledges.
- D. The Client undertakes to respect WIDACTIC's rights and cannot, under any circumstances, when not using the Service in accordance with the GTCS and GTCU, for its own use, reproduce, represent, modify, transmit, publish, adapt in any medium whatsoever, using any means whatsoever, or exploit in any way whatsoever, the Service without receiving prior written authorisation from WIDACTIC.
- E. The Client undertakes to:
  - ▶ Login to the Service in SaaS mode using only the personal and confidential code allocated to him/her (hereinafter the "Code");
  - ▶ Keep his/her Code confidential and notify WIDACTIC without delay of any theft or loss of his/her Code by sending an email to the following address: [support@widactic.com](mailto:support@widactic.com);

# widactic

- ▶ Use the Service for its own needs (as part of its internal organization, its customer relations and for any event carried out on its behalf) and shall refrain from any commercial use of the Service involving any form of marketing of the Service as such, of products or services based on the Service or integrating all or part thereof and which would be invoiced by the Customer to third parties (with the exception of services provided by WIDACTIC's Partner Customers duly certified or authorized for this purpose by WIDACTIC);
  - ▶ Not infringe on copyright and/or the image and/or reputation of WIDACTIC ;
  - ▶ Not to recreate or to attempt to recreate, based on the information provided on the Website, a website and/or software whose purpose is to offer third parties, directly or indirectly, free of charge or subject to payment, the same service or a comparable service, and/or to circulate or sell, in any way whatsoever, information with the intention of assisting a third party to recreate, entirely or in part, a website of this kind or an equivalent website, software of this kind or equivalent software.
- F. If a claim is submitted to the Client regarding the infringement by the Service and/or Website of an intellectual property right, the Client undertakes to pass on directly to WIDACTIC the details regarding all such claims.
- G. The Client is expressly informed and accepts that WIDACTIC may, at its discretion and expense, either replace or modify all or a part of the Service and/or Website or obtain for the Client a right to use on the condition that the Client has respected the following conditions:
- ▶ the Client has accepted and fulfilled all its obligations under the terms of the GTCS;
  - ▶ an infringement action has been filed in a court of competent jurisdiction;
  - ▶ WIDACTIC is able to defend its own interests and those of the Client, and in order to do so, that the Client collaborates loyally with WIDACTIC by supplying all the elements, information and assistance necessary to bring such a defence to a satisfactory conclusion.
- H. Should none of these measures be reasonably conceivable, WIDACTIC may unilaterally decide to terminate the right to use granted for the Service and/or Website and shall reimburse the Client for the payments made for the last twelve (12) months of use during the Subscription;
- I. The provisions of this article define all WIDACTIC's obligations with regard to the infringement of patents and/or copyright resulting from the use of the Service.
- J. Unless otherwise expressly agreed in the Purchase Order, the Client authorizes WIDACTIC to use the Client's name and logo as commercial references on WIDACTIC's websites and its commercial documentation during the term of the Subscription and for two (2) years after their expiry.

## 8. MAINTENANCE

- A. For the entire duration of the Subscription, WIDACTIC shall provide the Client with technical assistance with a view to addressing problems in accessing the Website or in using the Service.
- B. This service is accessible via various channels (phone, mail and webchat) depending on the option subscribed in the Order Form, and in any case, by email at [support@widactic.com](mailto:support@widactic.com) and webchat accessible directly via the Service.
- C. The Customer's requests will be answered as soon as possible from Monday to Friday (except public holidays in France) from 8:00 a.m. to 7:00 p.m. (Paris time).
- D. WIDACTIC shall make every effort to deal with the Client's request.
- E. WIDACTIC undertakes to provide corrective maintenance for the Service free of charge for the duration of the Subscription
- F. As part of the provision of corrective maintenance, WIDACTIC shall provide the Client with every update of the version of the Service which was deployed to the Client (hereinafter an "Update"), by offering for download and installation an update file in accordance with the procedures indicated in the Documentation or communicated to the Client by WIDACTIC by any other means. The Client undertakes to implement the measures necessary to ensure that it only uses the latest Update delivered by WIDACTIC.
- G. The corrective maintenance services apply to the last available version of the Service.
- H. WIDACTIC must satisfy a "best endeavours" obligation with regard to providing access to the Service in SaaS mode, and undertakes, in this regard, to make every effort to deliver the following level of service to the Client:
- ▶ 24/7 availability (98% of the time);
  - ▶ Response time after receiving an email sent to [support@widactic.com](mailto:support@widactic.com) reporting a problem with the Website or with the use of the Service: 2 hours maximum during working hours (Monday to Friday, except on French bank holidays, from 8 am to 7 pm, Central European Time);
  - ▶ Time to restore the Service following a total loss of Service reported by email to [support@widactic.com](mailto:support@widactic.com): 4 hours maximum during working hours (Monday to Friday, except on French bank holidays, from 8 am to 7 pm, Central European Time);
- I. WIDACTIC shall make available to the Customer any upgrade of the Service that implements one or more major new features (hereinafter an "Upgrade") during the term of the Subscription as indicated in the Documentation or communicated by WIDACTIC to the Customer by any other means. The Customer undertakes to use only the latest Upgrade issued by WIDACTIC.

## 9. CONFIDENTIALITY

- A. The Parties undertake to preserve the confidentiality of the confidential information of all kinds exchanged, collected or generated during the Subscription and for the entire duration of the Subscription and for a period of five (5) years starting from the end of the Subscription, for any reason whatsoever. To this end, the Parties shall refrain from communicating any of this information on any grounds whatsoever, in any form whatsoever and for any purpose whatsoever and shall undertake to ensure that this obligation is respected by all its directors, employees and subcontractors if applicable.

- B. The obligations on the Parties under the terms of this article do not apply to confidential information with regard to which the receiving Party can prove:
- ▶ That it has disclosed this information after first obtaining written authorisation from the other Party or that the disclosure was made by the said other Party;
  - ▶ That this information was in the public domain when it was passed on by the other Party, or that it entered the public domain after being communicated without this receiving Party committing any fault;
  - ▶ That this information was received lawfully from a third party not subject to any confidentiality obligation;
  - ▶ That on the date on which this information was communicated by the other Party, it already possessed this information;
  - ▶ That the disclosure of this information was ordered pursuant to an imperative legal or regulatory provision, or to a definitive legal decision rendered by a court of competent jurisdiction. The Party which is subject to a disclosure obligation of this kind must, wherever possible, notify the other Party in advance, and, where applicable, request the implementation of all the measures or procedures necessary to protect the confidentiality applicable in this instance.
- C. The aforementioned exceptions are not cumulative.

## 10. LIABILITY

1. WIDACTIC undertakes to repair any direct prejudices which the Client may suffer in the event of the non-fulfilment or incorrect fulfilment of the Order due to its actions or to those of one of its employees.
2. WIDACTIC shall not be held liable for indirect and intangible prejudices (such as loss of business, loss of clientele, loss of opportunity, etc.), which is expressly accepted by the Client.
3. The Client is solely and fully liable for the use of the Service.
4. In all circumstances, it is expressly agreed by the Parties that, subject to the applicable regulation, the total, for all causes combined, of the compensation, damages and costs of all kinds which may be assumed or paid by WIDACTIC for the benefit of the Client, subsequent to a definitive decision rendered by a court of competent jurisdiction, cannot exceed an overall maximum amount for all disputes combined whose value is equal to the amounts excluding VAT paid by the Client to WIDACTIC under the terms of the disputed Order over the course of the twelve (12) months prior to the occurrence of the event giving rise to the liability.
5. The provisions herein establish an allocation of the risks between the Parties. The price reflects this allocation, and the liability limitation described.

## 11. INSURANCE

- A. WIDACTIC declares that it holds professional civil liability insurance in the context of its business activities in relation to the GTCs with a company known to be solvent.
- B. WIDACTIC undertakes to maintain this insurance coverage for the entire duration of the Subscription.

## 12. FORCE MAJEURE

- A. In cases of force majeure, as described in article 1218 of the French Civil Code, the obligations on the Parties, under the terms of the Order, shall be suspended for the entire duration of the case of force majeure and shall resume when the latter ceases.
- B. No recourse is possible for the non-fulfilment of Orders attributable to a case of force majeure. If such an event occurs which prevents WIDACTIC from respecting its commitments, WIDACTIC undertakes to inform the Client promptly of the occurrence of the event.
- C. WIDACTIC and/or the Client may freely cancel all or part of the Order, the Subscription should the case of force majeure persist for more than sixty (60) days starting from the first occurrence of the case of force majeure, with neither Party able to make any claim for damages.

## 13. DATA PROCESSING

### 1. Personal Data processing

#### General data processing framework under the Contract

As part of the performance of this Contract and the provision of the Service, data relating to the Client and/or the Participants or which enable to directly or indirectly identify them are processed or may be processed by WIDACTIC, the Client and/or the Participants ("Personal Data").

Acting as data controller, each Party determines individually the means of the Personal Data collection and the purposes of the processing activities that such Party carries out as part of the performance of this Contract.

This Contract shall not entail joint liability between the Parties regarding Personal Data processing activities nor imply a subcontracting relationship between the Parties

**WIDACTIC's Personal Data processing** WIDACTIC collects and processes Personal Data for the following purposes:

- ▶ Orders processing, deployment contracts for WIDACTIC (solutions, subscription, and customer relationship);
- ▶ Participants' user accounts management with regard to the use of the WIDACTIC solution;
- ▶ Technical hosting.

As part of this Contract management and the provision of the Service, Personal Data may be shared by WIDACTIC with any companies controlled by WIDACTIC, controlling WIDACTIC or under common control as described in article L.233-3 of the French Commercial Code.

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WIDACTIC may be compelled to submit all or part of Personal Data to any competent judicial authority or administration with regard to applicable law or pursuant to any binding decision. WIDACTIC undertakes to disclose only that portion of Personal Data which is legally necessary or appropriate to fulfil its obligation.

In the event that WIDACTIC transfers Personal Data to a country that does not benefit from an adequacy decision by the European Commission, WIDACTIC undertakes to implement appropriate safeguards to preserve the confidentiality and integrity of the Personal Data in accordance with the provisions of the Applicable Regulations (in particular Article 46 of the RGPD).

WIDACTIC has appointed a Data Protection Officer: [dpo@widactic.com](mailto:dpo@widactic.com).

**Client's Personal Data processing.** The Client acts as Personal Data Controller of the Personal Data processing which is carried out by the Client in its name; or on behalf of the Participants, or for administering the Participants user accounts, and for any processing directly carried out by the Participants in relation to the use of the Service; with no instruction being given to WIDACTIC by the Client for such purpose. During the entire duration of use of the Service, the Client:

- warrants that Personal Data are collected and processed lawfully and fairly and that the data subject has been informed or has given its consent when such consent is necessary for WIDACTIC to perform its own processing activities;
- declares that it processes the Personal Data used in the framework of the Service on the basis of one of the legal grounds provided for in Article 6 of the RGPD ;
- undertakes to use in relation to the Service, only Personal Data for which the Client and/or the Participants are granted all rights or authorization to use, reproduce, store (particularly in relation to third- party Personal Data processed by the Client or the Participants);
- undertakes to only use Personal Data that are complete, up-to-date and accurate.

**Parties' Mutual undertakings** The Parties undertake with regard to their own Personal Data processing, to:

- comply with all applicable legal or regulatory requirements pertaining to the collection and processing of Personal Data, in particular with the provision of Regulation n°2016/679 of 27 April 2016 "GDPR" (hereinafter the "Data Protection Legislation") and to comply with the GDPR requirements (such as records of processing activities and data protection impact assessment);
- implement any technical and organisational measures to ensure the ongoing confidentiality and integrity of Personal Data and to implement any appropriate safeguards, as may be requested by the GDPR;
- store Personal Data for a limited duration which is proportional to the purposes of the relevant processing activities.

In particular, each Party, for its own processing operations, undertakes to provide the persons concerned with the information required by the Applicable Regulations and to put in place procedures allowing them to exercise their rights with respect to their Personal Data.

Each Party, acting as Personal Data controller, shall ensure the security of all of its Personal Data processing activities.

WIDACTIC's liability, in the event of damage suffered by the Client resulting from a Personal Data processing operation carried out by WIDACTIC, is governed by the provisions of Article 10 hereof.

**Rights of the data subject** In accordance with the provisions of the Data Protection Legislation (including articles 15 to 22 of the GDPR), the Client has the right to request from WIDACTIC access to and rectification or erasure of Personal Data or restriction of processing concerning the Client or to object to processing as well as the right to data portability.

In accordance with the provisions of the Data Protection Legislation, the Client is informed that data that is derived, calculated or inferred from Personal Data provided by the Client are excluded from the right to data portability, to the extent that such inferred data is created by WIDACTIC and is not provided by the Client or the Participants.

The Client may exercise these rights by accessing its Personal Data on the Website or by contacting WIDACTIC: [dpo@widactic.com](mailto:dpo@widactic.com).

- The Client is informed that the Participants are provided the information related to WIDACTIC's Personal Data processing relating to the Participants in the GTCU which appear on the Participants' devices and/or in WIDACTIC's Privacy Policy available at <https://widactic.com/rgpd>
- The Participants undertake to read and accept the content of WIDACTIC's GTCU prior to the first use of the Service.
- The Participants, who shall be informed by the Client of the provisions of this article, may exercise their rights by emailing WIDACTIC at [dpo@widactic.com](mailto:dpo@widactic.com).
- As part of the processing operations carried out during the use of the Service by the Customer, the Customer :
- is designated to be contact point for the Participants or any data subject whose Personal Data are processed by the Client or the participants, in order to enable such Participants or data subjects to exercise the rights granted by the GDPR; <https://widactic.com/confidentialite>
- will manage the requests received by the data subjects.

To the extent possible and provided that WIDACTIC receives such complete written requests in due time, WIDACTIC provides the Client with reasonable support to comply with its obligation to proceed with data subject's requests to exercise its rights relating to Personal Data carried out as part of the Service.

To maintain the ongoing security and confidentiality of Personal Data, WIDACTIC reserves the right to request from the Client the provision of additional information necessary to confirm the Client's identity, prior to the exercise of the above- mentioned rights.

In the event of unfounded or excessive requests from the Client, in particular because of their repetitive character, WIDACTIC reserves the right to charge a reasonable fee or refuse to act on request, when such requests are subsequent to a prior request relating to the same subject matter which was duly processed by WIDACTIC.

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WIDACTIC shall not be held liable for any action, delay of omission attributable to the Client or to the Participants which adversely affects the rights and freedoms of data subjects, resulting in obstructing or delaying the exercise of the Participants' rights or third parties' rights whose Personal Data are processed by the Client or the Participants as part of the Service.

The Client may obtain information about Data Protection Legislation or lodge a complaint with the French supervisory authority: Commission Nationale de l'Informatique et des Libertés (National Commission for Information Technology and Civil Liberties): 3 Place de Fontenoy – TSA 80715 – 75334 PARIS CEDEX 07.

## 2. Cookies

A cookie is a text file which is installed on an Internet user's computer when s/he browses a website.

In the case of Access in SaaS mode, cookies are used by WIDACTIC in order to store and read back temporary information such as an identifier, and to improve the Service.

The use of these cookies is a prerequisite to using the Service via Access in SaaS mode, which the Client accepts. Information about cookies will appear when the Client and/or a Participant logs into the Website for the first time.

The list of cookies and their purposes are available in the WIDACTIC Privacy Policy available at <https://widactic.com/confidentialite>.

Security of identifiers

The identifiers communicated as part of the Service in SaaS mode are strictly personal, individual, confidential and non-transferable.

The Customer undertakes to keep its identifiers secret and not to disclose them in any form whatsoever. Their transmission to third parties, by the Customer, is done under his/her entire responsibility.

Any use of the identifiers is made under the Customer's full responsibility.

In the event of loss or theft of one of his identifiers, the Customer may request on the Service access page to reset his identifier, the procedure being followed by e-mail. In the event of theft, the Customer must notify WIDACTIC without delay and by any appropriate means in order to consider appropriate measures together.

## 3. Data Security

The Customer and Participant Data used within the framework of the Service in SaaS mode are hosted by WIDACTIC on servers located in the European Union.

The server/Site is recognized by a certificate validated by a trusted third party.

WIDACTIC benefits from a technical infrastructure and hardware and software monitoring tools that reasonably ensure the security and integrity of the Customer's Data under conditions that comply with the state of the art and in respect of Personal Data in accordance with the provisions of the Applicable Regulations, in order to prevent (I) the destruction, deterioration, modification or loss of Personal Data, (II) the disclosure of or access to Personal Data, (III) any form or purpose of processing Personal Data that is unlawful and not provided for in the Agreement.

With respect to the processing of Personal Data carried out by the Customer, the Customer undertakes to implement the organizational and technical measures necessary to guarantee the security, integrity and confidentiality of the Personal Data that will be used in the context of the Service.

In the event of a breach of its security obligation resulting in a violation of Personal Data, this Party shall be solely responsible for the consequences of such violation to the persons concerned, the CNIL and/or any other competent authority or administration.

## 4. Data Retention

WIDACTIC undertakes to take all reasonable precautions to ensure the physical protection of the Data stored and/or exchanged as part of the Service in SaaS mode, in accordance with the best practices applicable to the Service and the provisions of the Applicable Regulations.

WIDACTIC keeps the Client's Personal Data for the duration of the Agreement. As of the end of the Agreement, WIDACTIC may retain the Personal Data for the period necessary to satisfy any legal, regulatory, accounting or tax obligations to retain the Personal Data (in particular for evidentiary purposes) or to communicate it to authorized authorities (administration, police services, etc.).

The terms and conditions for the storage of Participants' Personal Data are governed by WIDACTIC's General Terms and Conditions of Use.

## 5. Backup and reversibility

The Customer is responsible for the regular backup of its Data, at its own expense and on its own equipment. However, at the Client's request, WIDACTIC may proceed with the backup of the Data and their return to the Client, subject to the prior acceptance by the latter of WIDACTIC's quotation.

Subject to legal provisions, upon termination of the Subscription, for any reason whatsoever, WIDACTIC shall, depending on the nature of the data in question and the technical complexity thereof, delete and/or anonymize the Personal Data in the User's account recorded on the Site, as of the effective date of termination of the Subscription.

## 14. TERMINATION FOR MISCONDUCT

Without prejudice to the other provisions of the GCS, any Subscription may be terminated by each of the Parties in the event of non-compliance by the other Party with any of its essential obligations.

In accordance with the provisions of Article 1226 of the Civil Code, the termination shall automatically take effect thirty (30) days after a formal notice served by registered letter with acknowledgement of receipt to the defaulting Party, indicating the intention to apply this Article and not followed by regularization, the whole without prejudice to any damages that the defaulting Party may be entitled to claim.

# widactic

WIDACTIC may, if necessary, subcontract all or part of the performance of the Service to a third party. WIDACTIC shall be fully responsible for the work, if any, entrusted to its subcontractors.

When the subcontracted service is a Personal Data processing operation, WIDACTIC shall ensure that the subcontractor presents sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the DPMR. If the Subcontractor does not meet its data protection obligations, WIDACTIC remains fully responsible for the performance by its Subcontractor of its obligations.

In the event of termination, WIDACTIC shall proceed with the deletion of the Data pursuant to the provisions **of Article 13 and 15 subcontracting.**

## **15. SUBCONTRACTING**

WIDACTIC may, if necessary, subcontract all or part of the performance of the Service to a third party. WIDACTIC shall be fully responsible for the work, if any, entrusted to its subcontractors.

When the subcontracted service is a Personal Data processing operation, WIDACTIC shall ensure that the subcontractor presents sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the DPMR. If the Subcontractor does not meet its data protection obligations, WIDACTIC remains fully responsible for the performance by its Subcontractor of its obligations.

## **16. AMENDMENTS TO THE GTCs**

WIDACTIC reserves the right to modify the GTCs at any time, which shall apply to any new Order received by WIDACTIC after the entry into force of the modified GTCs.

## **17. DISCLAIMER**

The fact that WIDACTIC does not avail itself of any of the clauses herein at a given time shall not constitute a waiver of the right to avail itself of these same clauses at a later date.

## **18. NULLITY OF A CLAUSE**

If any of the provisions of the General Terms and Conditions of Sale or the Purchase Order is invalid, unwritten, unenforceable or without object with regard to a rule of law in force or a court decision that has become final, this clause shall be deemed to be unwritten without invalidating the Agreement or altering the validity of its other provisions, unless this clause is decisive for one of the Parties on the date of signature of the Agreement. In this case, the Parties should negotiate in good faith with a view to substituting a valid clause reflecting their initial intention.

## **19. CHOICE OF DOMICILE, APPLICABLE LAW AND JURISDICTION**

The Parties shall elect domicile at their registered office.

Notwithstanding the provisions of Article 2224 of the French Civil Code, any action, dispute or claim of any kind brought by the Customer against WIDACTIC in connection with the performance of the Order must be brought within a maximum period of one (1) year from the occurrence of the event giving rise to the action, dispute or claim, on pain of inadmissibility by prescription, subject to applicable regulations.

The Order, the Subscription, the GTC and the use of the Service are exclusively subject to French Law. Any provision of the Vienna Convention on the International Sale of Goods is excluded. Any dispute and/or claim relating thereto, not resolved amicably, shall be brought, subject to applicable regulations, before the competent court within the jurisdiction of the Court of Appeal of Versailles (France).